

Exhibit O

**KBT DRAFT - JULY 28, 2022
FOR DISCUSSION PURPOSES ONLY**

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK),

Plaintiff,

v.

Sublease Interest Obtained Pursuant to an Assignment and Assumption of Leasehold Interest made as of January 25, 2007, with said property interest Pertaining To Described Leasehold Interests at Washington Union Station located at 50 Massachusetts Avenue, NE Washington, D.C. 20002, UNION STATION INVESTCO, LLC, UNION STATION SOLE MEMBER, LLC, KOOKMIN BANK CO., LTD. INDIVIDUALLY AND IN ITS CAPACITY AS TRUSTEE OF KTB CRE DEBT FUND NO. 8, A KOREAN INVESTMENT TRUST, and UNKNOWN OWNERS,

Defendants.

Case No. 1:22-cv-01043-APM

STIPULATION AND [PROPOSED] ORDER

WHEREAS on April 14, 2022, Plaintiff National Railroad Passenger Corporation (“Amtrak”) commenced this action by filing, among other things, a complaint, notice of condemnation, and declaration of taking;

WHEREAS Amtrak named as Defendants in this action Union Station Investco LLC (“USI”), Union Station Sole Member LLC (“USSM”), and Kookmin Bank Co. Ltd. (“Lender”);

WHEREAS on June 24, 2022, Lender filed an “Emergency Motion for Approval of Contract With Property Manager” [ECF No. 59] (the “Emergency Motion”);

WHEREAS the Emergency Motion was supported by the law firm Neuberger Quinn, Gielen, Rubin, & Gibber, P.A. (“Neuberger”) on behalf of USI and was opposed by Amtrak and

**KBT DRAFT - JULY 28, 2022
FOR DISCUSSION PURPOSES ONLY**

by the law firms Kasowitz Benson Torres LLP (“Kasowitz”) and ArentFox Schiff LLP (“ArentFox”) for USSM and USI~~and~~:

WHEREAS, on June 21, 2022, the Court held a hearing concerning the Emergency Motion at which the Court directed the parties to meet and confer in an effort consensually to resolve the motion;

WHEREAS, the parties have met and conferred and propose to resolve, without prejudice, the issues presented in the motion;

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for the Parties, that:

1. The Emergency Motion is hereby withdrawn without prejudice.
2. After the so-ordering of this stipulation, non-party Jones Lang LaSalle Americas, Inc. (“JLL”),~~the property manager for Union Station,~~ shall establish a bank account under its sole control in which it is the sole signatory (the “JLL Account”) for the purpose of receiving funds from Rexmark Holdings LLC, d/b/a Rexmark, on behalf of Lender for the purpose of paying the operating expenses of Union Station. All property-level invoices, bills, and cost of operations for Union Station shall be paid timely by JLL out of the JLL Account. ~~If JLL does not perform its obligation to timely pay all property level invoices, bills, and cost of operations for Union Station, all parties agree that JLL can be removed.~~

3. ~~To prevent any prejudice,~~ JLL agrees to provide to all counsel in this action copies of all property-level invoices and bills received for services at Union Station on a monthly basis until the ownership of USI is adjudicated.

4. ~~JLL shall continue to manage the operations of Union Station. JLL shall direct all communications regarding the funding, management, and operations of the station to Lender.~~

**KBT DRAFT - JULY 28, 2022
FOR DISCUSSION PURPOSES ONLY**

~~Neither USSM nor any Ashkenazy related entities have a role in the management and operations of Union Station. This interim arrangement is agreed to without prejudice to Lender's right to seek adjudicated relief at any point and in any forum regarding the ownership rights of USI or any of Lender's rights and remedies under the Loan Documents, as those are defined in the Emergency Motion.~~

4. Except as set out herein, all other issues related to management of Union Station shall continue as they existed at the time of the commencement of this action, until further order of the Court. For the avoidance of doubt, JLL shall continue to operate pursuant to the terms of the Master Retail Management Agreement with Ashkenazy Acquisition Corporation (“AAC”).

5. The parties will not seek to modify this stipulation absent a material change in the circumstances and operations of Union Station. Notwithstanding the previous sentence, Lender reserves the right, if any, to move for a court order to replace JLL in the event it asserts that JLL has not complied with its obligations.

6. 5. Nothing in this stipulation affects, prevents, or precludes any party from making or asserting any claims, defenses, motions, or arguments in this action, whether on the merits, procedure, jurisdiction, or otherwise. Nothing contained herein shall be considered a waiver of any position of any party, including as to the right to funds received (i.e. the lock box funds), funds paid, or the right to possession.

Dated: July __, 2022

**KBT DRAFT - JULY 28, 2022
FOR DISCUSSION PURPOSES ONLY**

MORRISON COHEN LLP

DRAFT

Y. David Scharf (*admitted pro hac vice*)
909 Third Avenue
New York, NY 10022
Telephone: (212) 735-8600
dscharf@morrisoncohen.com

HOLLAND & KNIGHT LLP
Paul J. Kiernan
800 17th Street N.W., Suite 1100
Washington, D.C. 20006
Telephone: (202) 663-7276
paul.kiernan@hklaw.com

Attorneys for Defendant Kookmin

PESSIN KATZ LAW, P.A.

DRAFT

Patricia McHugh Lambert
901 Dulaney Valley Road, Suite 500
Towson, MD 21204
Telephone: 410-938-8800
plambert@pklaw.com

JENNER & BLOCK, LLP
Lindsay C. Harrison
1099 New York Avenue, NW, Suite 900
Washington, D.C. 20001
Telephone: (202) 639-6000
lharrison@jenner.com

Attorneys for Plaintiff Amtrak

KASOWITZ BENSON TORRES LLP

DRAFT

David E. Ross (*admitted pro hac vice*)
1633 Broadway
New York, NY 10019
Telephone: (212) 506-1700
dross@kasowitz.com

ARENTFOX SCHIFF LLP
James H. Hulme
1717 K Street, NW
Washington, D.C. 20006
Telephone: (202) 857-6000
james.hulme@afslaw.com

Attorneys for USSM

NEUBERGER, QUINN, GIELEN, RUBIN &
GIBBER, P.A.

DRAFT

Thomas M. Wood IV
One South Street, 27th Floor
Baltimore, MD 21202
tmw@nqrg.com
Telephone: (410) 332-8523

Attorneys for Defendant Kookmin

**KBT DRAFT - JULY 28, 2022
FOR DISCUSSION PURPOSES ONLY**

Summary report: Litera Compare for Word 11.1.0.69 Document comparison done on 7/28/2022 6:03:32 PM	
Style name: Kasowitz	
Intelligent Table Comparison: Active	
Original DMS: dm://NYC/5979116/3B	
Modified DMS: dm://NYC/5979116/3D	
Changes:	
<u>Add</u>	8
<u>Delete</u>	8
<u>Move From</u>	1
<u>Move To</u>	1
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	18